

Terms and Conditions

All customers are agreeing to these terms and conditions by signing up and starting our lessons.

Changes to our terms and conditions

We reserve the right to make amendments to our terms and conditions at any time to reflect changes in our business or statutory obligations. If applicable these changes will be communicated to all our customers by email. Our terms and conditions and any changes can always be viewed on our website www.splash-stars.co.uk

The booking process/booking a class

All our classes and venues are listed on our website: www.splash-stars.co.uk.

Payment for classes is by direct debit monthly, either securely online via our website or by calling our office 01942 576049. When booking in for the first time the first payment will be taken via debit or credit card whether online or over the phone. The payment date is the 28th of every month in advance of your lessons.

Once you have booked the office will send you a confirmation email which will include a direct debit link to set up your direct debit mandate through GoCardless.

1-2-1 or 2-2-1 lessons are booked in blocks of either 6 weeks and payment is made at the time of booking via debit or credit card either securely online via our website or by calling our office 01942 576049.

Behaviour and responsibilities

All children attending the following Baby, Pre-school lessons and SEN lessons: Twinkle Stars, Shooting Stars, Shining Stars, Stars, Super Stars and SEN lessons must be accompanied in the water by their adult carer.

We can only accommodate one carer in the water per child due to maximum bather load.

Customers are responsible for the child in their care at all times and must inform the teacher prior to the lesson of any concerns they have.

New customers must make the teacher aware so they can assist with extra help as required.

Customers should always behave in a civilized manner and refrain from using offensive language. Splash Stars may ask a customer to leave should their behavior be in any way offensive or disruptive. Customers accept that contact between their child and the teacher will take place during the lesson.

It is the customer's responsibility to inform the office and teacher of any medical conditions, in particular those which may affect a child's abilities in water.

You must agree to inform us of any changes, including pregnancy, as soon as you become aware of them. All information provided to us will be treated as strictly confidential.

Spectators may be allowed, depending on pool facilities (no spectators are allowed at all DW Fitness pools) but must be other family members or friends. Please check with the office before attending.

Parents waiting poolside

Some of our venues allow parents to watch poolside others do not, poolside waiting is strictly prohibited at all DW Fitness pools, at these pools parents should bring the child to the poolside for the start time of the lesson and wait with them until the teacher takes them to start the class. Parents should return at the class at designated finish time to collect their child.

To find out about the rules regarding spectators and more information on

viewing areas please refer to your confirmation email or contact us on 01942 576 049

Pool side spectators:

We want to ensure that we can continue to have parents and spectator's poolside (where permitted). There are however a number of rules that need to be adhered to ensure that the safety and learning of the children is not compromised.

- Parents should not chat to and distract the children whilst they are swimming.
- Parent should remain seated in the outlined area at your venue and not walk up and down the poolside, this is both distracting for the children and teachers/lifeguards.
- Parents and spectators should not interrupt or stop the lesson.
- Please ensure spectators are away from the pool edge and watching away from the pool area in the defined seating or viewing area, having people peering at the class so close to the pool edge can be intimidating to both children and staff.
- Once children are in the lesson, unless it has been previously agreed that parents are spotting due to a medical condition or otherwise, they are the responsibility of the teacher and spectators and parents should not be shouting and or giving their child swimming tips. Our teachers are highly qualified and will work closely with your child, it can be very confusing for children and undermine our staff when they receive different instructions to what the teacher has given. We know you want your child to progress well and our teachers will work with them to achieve that.

Customers must always follow pool procedures. Please adhere to the instructions given to you regarding car parking, entry and exit route to pools.

Customers are not permitted to arrive no more than 15 minutes before the lesson and leave no more than 15 minutes after the lesson, as a teacher may not be present and/or this may be outside of our hire times.

Car seats and push-chairs etc should not be left in the changing rooms. These may or may not be allowed in the facilities and information will be included in our terms and conditions email and depends on the individual pool facilities. There is strictly no push chairs poolside at any pool. For more information visit www.splash-stars.co.uk/our-pools/

Food is strictly forbidden in the pool surrounds and changing rooms. Shoes must be taken off or overshoes worn before entering the poolside. Smoking is forbidden within any pool building or grounds.

All teachers are qualified from either the Swimming Teacher's Association (STA) or the Amateur Swimming Association (ASA).

Our teacher also undergoes extensive training with a senior member of the team before they start their own lessons, training teachers may take parts or all of the lesson as part of the training program this will be supported by a senior member of the team.

All of our teachers are insured through either the STA or ASA and hold a lifesaving and safeguarding qualification as well as a valid DBS check.

We are required to 'whistle blow' should we suspect any child to be in danger or suffering from any form of abuse.

Unless due to negligence by our teachers or staff, lessons are undertaken at entirely your own risk and any injury resulting from any trip, slip or fall or any other incident is entirely your own risk.

What to wear

Nappies

For our babies or children who are not yet potty trained and dry through the night, Splash Stars operate a strict double nappy system, a disposable swim nappy and a Splashabout Happy Nappy or Splash About Jammer which must be worn over the top of the disposable swimming nappy such as a Huggies Little Swimmer. This is a requirement of attendance as should the child foul in the pool, this will stop the contents escaping. Children are welcome to wear swimming costumes, swim trunks, baby wetsuits and other similar garments over the top of the happy nappy and disposable swimming nappy.

We carry spare happy nappies however all sizes may not be available you can also purchase one for £11 it is best to email ahead to order to ensure we have the correct size available, disposable swimming nappies can be purchased poolside for £1, we are cashless environment and a invoice will be issued for any purchases.

Jewelry

Children are not permitted to wear any jewelry except small studs. All plasters and hair clips must be removed before swimming due to the risk of them falling off in the water and damaging the pool filters.

Hats

All children 2 years and above must wear swim hats for health & safety reasons, they can be purchased from Splash Stars by emailing info@splash-stars.co.uk and cost £3.50.

All plasters and hair clips must be removed before swimming due to the risk of them falling off in the water and damaging the pool filters.

Parent/Guardian Attire

If you are getting in the water with your little one, you will need a full costume or swim shorts, make-up, perfume and other products should be washed off before entering the pool. Please refrain from wearing any jewelry.

Health and Safety

Your child should not go swimming with any infectious condition and consent from a Doctor may be required before returning to lessons.

Any children with significant needs may require a letter from your child's GP or consultant.

Your child should not come into the pool for 48 hours after sickness and 2 weeks after suffering from diarrhoea. For any other illness and to avoid any doubt, please wait until your doctor has given the all-clear before returning to classes.

You or your child are not permitted to enter the pool without the teachers consent, you are only permitted to enter the water when your teachers invites you to do so, please refer to your confirmation email regarding pool specific regulations.

Always change your baby on the floor using a suitable changing mat rather than a raised surface, this is to prevent babies from rolling onto the floor from high surfaces which can cause serious injury or death.

Please take all your used nappies away with you unless a clearly marked nappy bin has been provided.

No person is permitted to run on the poolside, drink alcohol prior to the lesson or take any substance which may cause drowsiness, do not eat or chew gum during the lesson and allow an hour where possible after eating before swimming.

Please shower poolside before getting into the pool, makeup and perfumes should not be worn in the pool as this deteriorates the water quality.

Photos and video recording

Photos are ONLY allowed when the teacher states and must not interfere with the lesson they may not be possible due to time restraints. You must ensure (unless explicit consent is gained from the guardian) that no other child is visible in your photo due to child protection.

Please remain sensitive to the feelings of others and always stop filming should you be asked to do so. In all instances the decision of our staff is final.

No underwater cameras or underwater recording equipment of any description may be used in a Splash Stars lesson.

Lost property and valuables

Property is left at your own risk. We will not accept any liability for articles lost, damaged or stolen. Please make sure you have all your belongings with you before leaving.

Any lost property found, after two weeks, will be disposed of or donated to charity. Please note lost property such as shampoo, dummies, socks etc will be disposed of at the end of each day.

Make-up lessons

We will try our best to accommodate a make-up class if another class is available, however, please be aware that this is not always possible. Make-up lessons are a gesture of goodwill have no cash value and cannot be transferred. We cannot refund a lesson if you have missed one due to ill health, holiday or any other reason, this is due to our overheads remaining the same and your child's place is held in that class regardless of whether you attend or not. Make-up lesson cannot be guaranteed at the same venue you currently swim at travel may be required to different venues within our area, we are not responsible for travel costs regardless of

circumstances if you are unable to take an alternative make-up or there isn't one available for you to take this lesson will be lost.

A make-up class will not be allowed to be extended, they have to be taken within 90 days of your missed lesson and will expire after this time, no exceptions to this rule. Prior notice of non-attendance allows us to be able to offer a make-up session so you must notify us of any absences in advance where possible via email to info@splash-stars.co.uk or call 01942 576 049.

Private lessons

If you are undertaking 1-2-1 or 2-2-1 lessons, then we require at least 48 hours' notice if you are to miss a lesson, less than 48 hours' notice will result in this being lost and you will be unable to reschedule this lesson.

Parents Forum

Splash Stars have created a parents Facebook group 'Parents of Splash Stars', this is a group for all our parents to join to share ideas, tips, achievements and stories. Splash Stars will also occasionally share updates and information on this page.

Our parent's forum 'Parents of Splash Stars' should not be used to notify us or communicate with the office as it is not manned in that manner.

Refund policy

Should you wish to cancel your Splash Stars lessons please in the first instance give us a call on 01942 576 049 to discuss.

You need to give formal written notice via email to info@splash-stars.co.uk, once written notice is received your final payment will be taken for the following month on the 28th as planned and we will confirm the date of your final swimming lesson to you.

Payments

When booking in, your first payment will be taken to secure your place via debit or credit card.

Once you have entered your card details on the portal or given them to us over the phone they will be stored securely and only the last 4 digits are viewable (complying with relevant legislation), these card details will be used to process your deposit and for any stock orders, missed payments and late payment fees. It is your responsibility to notify the card holder of these terms.

Splash Stars run a direct debit scheme for all our group lessons via GoCardless the direct debit scheme runs January – December for 42 weeks of the year costing £38.50 per calendar month for group lessons SEN lessons are £43.75, direct debits are calculated on a pro rata basis when booking part way through.

A 5% sibling discount is applied where applicable.

Private lessons are payable via debit or credit card in full at the time of booking, private lessons costs are £29 for 1:2:1 lessons bookable in 6 weekly blocks costing £174 and 2:2:1 lessons £40 per lesson bookable in 6 weekly blocks costing £240.

If your direct debit is returned by your bank, you must make payment to us within 3 working days otherwise a £12 late fee will apply, this will be taken from the card details on file or added to your direct debit.

Sibling discount

Discount is 5% for each child will apply when two or more siblings are booked into a Splash Stars class, excluding private lessons.

Cancelled lessons

In the unfortunate event that we should have to cancel a lesson, we will apply a make-up voucher to the customer portal for you to use with 90 days (Splash Stars is not responsible for any travel expenses incurred) in some instances it may be possible for us to re-schedule your lesson for one of our holiday dates, this will be communicated to you. We are unable to refund or credit the cost of any cancelled or missed lessons.

Make-up lesson cannot be guaranteed at the same venue you currently swim at travel may be required to different venues within our area, we are not responsible for travel costs regardless of circumstances if you are unable to take an alternative make-up or there isn't one available for you to take this lesson will be lost.

Merging classes

As time progresses you may find your class size are smaller, as children move up into a new classes or parents return to work etc.

If a class becomes too small to function properly and is not viable, we will need to merge it with another. We try to keep class times as similar as possible but unfortunately cannot always guarantee this. If the merger of your class with another results in a change of your class dates, times or venue, we will endeavour to give you as much notice as possible.

Recommend a Friend

Recommend our lessons to your friend and when they join us, you will get a £10 credit on your account to be used against stock.

You must ensure that your friend mentions your name when they book in, either in the notes section when booking online, or tells a member of staff if

booking over the phone, this must be followed up in an email or we cannot process the recommendation. When it comes to re-enrolment, book in by calling the office on 01942 576049 and we will deduct your credit off your next block of lessons. This is not taken off automatically if booking via the customer portal.

Customer Credits

A credit is a numerical value that is credited to your Splash Stars account and held to be used against a future booking, this has no cash value and cannot be used against other purchases.

You will be entitled to a credit should you recommend a friend and they mention your name at point of booking (please refer to Recommend a Friend above).

Moving classes

Should your child be ready to move up into the next level your teacher will notify the office who will automatically move your child into the next level, we will endeavor to keep your child swimming on the same day, pool and teacher where possible, please note that this isn't always possible and it may be necessary to move to a different session, you will receive an email notification from the office to notify you know of your new class details.

At any point if you wish to change your selected swimming lesson to another day or time you should email info@splash-stars.co.uk who will run through the options and if your preferred session is full we can add you to the waiting list.

Data protection

To book a set of swimming lessons you must register your details with us. These will include your full name, contact phone number, email address, home address and any relevant medical conditions. Please be assured that we will not share this data with any third party other than those required to process your booking or other member of staff as required to complete their job or where we are legally required to do so.

Should you wish to have your information removed from our data base send an email to info@splash-stars.co.uk

Complaints procedure

We hope you will be delighted with our service but if you are at all unhappy please follow our complaints procedure:

- Bring your concerns to the attention of your teacher in the first instance
if this cannot be resolved -
- Email our office manager victoria@splash-stars.co.uk who will endeavor to deal with your complaint quickly and sensitively.

Changes to our terms and conditions

We reserve the right to make amendments to our terms and conditions at any time to reflect changes in our business or statutory obligations. If applicable these changes will be communicated to all our customers by email. Our terms and conditions and any changes can always be viewed on our website www.splash-stars.co.uk

Underwater Photoshoot Terms and Conditions

All customers are agreeing to these terms and conditions by booking into the Underwater Photoshoot.

Taking part in the Underwater Photoshoot

The Underwater Photoshoot is open to all our customers, however, you must have had 6 lessons before taking part in the photoshoot. We don't recommend that Shining Stars take part in the photoshoot as it is at this stage in a babies development when separation anxiety and/or the water wobbles is most prevalent and it can be upsetting for the child. It is of course only our recommendation and it is the parents final decision.

Please be realistic about the photoshoot: this is an unpredictable environment with very unpredictable subjects. Your child may look very different underwater. Please visit our website: <http://www.splash-stars.co.uk/underwater-photography/> to ensure you fully understand what will happen on the day of the photoshoot.

The Photoshoot booking process

Our Photoshoot will be advertised on our Monthly Newsletter, Facebook page, website www.splash-stars.co.uk and in all our classes, your teacher will speak to you about the forthcoming shoot. Please speak to your teacher to see if she/he advises you to take part in the photoshoot.

To book into the underwater photoshoot you can book directly on our website www.splash-stars.co.uk/book-now The *cost of the photoshoot is £40 per child and is non-refundable*. All photos are an additional cost and payment is made directly to the photographer.

Behaviour and responsibilities

All children attending photoshoot must be accompanied in the water by their adult carer. Both parents are able to be in the water if you choose to have a family shot. You must advise this is your wish at point of booking.

Customers are responsible for the child in their care at all times and must inform the teacher prior to the photoshoot of any concerns they have.

Customers should always behave in a civilized manner and refrain from using offensive language. Splash Stars may ask a customer to leave should their behaviour be in any way offensive or disruptive. Customers accept that contact between their child and the teacher will take place during the photoshoot.

Data protection

To book in the underwater photoshoot you must register your details with us. These will include name, phone number, email address. Please be aware that we will share this limited data with the photographer only so that we can process your booking as required or where we are legally required to do so.

Our photographer will request such information ahead of the shoot to help identify each child, he will also request info such as hair and eye colour.

Refund policy

The photoshoot fee is strictly non-refundable as we have committed to have the photographer on site that day and have to pay regardless of whether all customers show up or not.

Cancellation

In the unfortunate event that we should have to cancel the underwater photoshoot for a reason beyond our control, we will endeavor to re-book an alternative date as soon as possible.

These Terms and Conditions do not affect your statutory rights.

Our trading address is: Westgate House, 1 Westgate Avenue, Bolton, BL4 1RF.